


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF
5. SOLICITATION NUMBER 09-RFQ-002	6. SOLICITATION ISSUE DATE 03/02/09
b. TELEPHONE NUMBER (No collect calls) 505-428-7737	8. OFFER DUE DATE/ LOCAL TIME 03/16/09

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER
7. FOR SOLICITATION INFORMATION CALL:  a. NAME Kimberly DeVall		

9. ISSUED BY
 CODE
 Valles Caldera Trust
 P.O. Box 359
 Jemez Springs, NM 87025

10. THIS ACQUISITION IS
☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
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13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO CODE	16. ADMINISTERED BY CODE
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Same as #9

17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE
TELEPHONE NO.	

18a. PAYMENT WILL BE MADE BY CODE

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Year one Daily Rental per toilet Winter service per toilet Summer service per toilet All costs included in price including tax <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	1 1 1	ea ea ea		

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

PART I—THE SCHEDULE**SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS****SCHEDULE OF ITEMS**

Year one

Daily rental per toilet	\$ _____
Winter service per toilet	\$ _____
Summer service per toilet	\$ _____

Option one, year two

Daily rental per toilet	\$ _____
Winter service per toilet	\$ _____
Summer service per toilet	\$ _____

Option two, year three

Daily rental per toilet	\$ _____
Winter service per toilet	\$ _____
Summer service per toilet	\$ _____

Option three, year four

Daily rental per toilet	\$ _____
Winter service per toilet	\$ _____
Summer service per toilet	\$ _____

Option four, year five

Daily rental per toilet	\$ _____
Winter service per toilet	\$ _____
Summer service per toilet	\$ _____

Prices should include all operating costs and taxes. Examples of operating costs are mileage, toilet paper, anti-freeze agent etc.

Must bid on all five years to be considered.

Winter season runs from October 1st through April 30th

Summer season runs from May 1st through September 30th

SECTION B

Full Text:

AGAR 452.216-73 Minimum and Maximum Contract Amounts (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$500, but not in excess of \$100,000 for the life of the contract.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SCOPE OF CONTRACT

This contract requires work in compliance with its terms, specifications, and provisions. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals.

Contractor must bid on all five years to be accepted

LOCATION AND DESCRIPTION

The portable toilets are located on the Valles Caldera National Preserve at various locations. (map attached)

There are four entrances to the Preserve with direct or easy access from Highway 4 between Jemez Springs and Los Alamos. The main gate is located on Highway 4 at mile marker 39.2, the Bonco Bonito gate at mile marker 30.0, the Redondo Meadow gate at mile marker 27.3, and the Sulphur Canyon gate at mile marker 27.0 (Sulphur Creek Road). Each gate is kept locked, with the exception of the main gate during official public access hours, and the lock combination is changed on a regular basis. The lock combinations will be given to the contractor upon award. Contractor is required to log in/out at each entrance used.

Roads and conditions on the Preserve vary throughout the seasons. All are dirt roads in varying degrees of condition based on when the road was last graded and weather. Weather has a large effect on road conditions. Late summer rain showers can leave roads muddy and slick. Annual temperatures on the Preserve can range from -16°F to 90°F. In winter, snow makes many roads impassable until spring thaw. The two-mile section of road from the main entrance is plowed on weekends when winter recreation is in session, typically December 26 to March 31.

Cell phone coverage across the Preserve is sporadic. Additional precautions need to be taken in the event of an emergency.

TECHNICAL SPECIFICATIONS

VCT owns two (2) accessible portable toilets located at the Valle Grande Staging Area (VGSA), two-miles inside the main entrance, and one (1) vault toilet located at the Missing Cabin, one-mile inside the main entrance. The two (2) accessible portable toilets at VGSA may require weekly, bi-weekly, or no servicing depending on VCT sponsored program events and activities and time of year. The vault toilet at the Missing Cabin requires service every other year, at a minimum.

In addition to VCT owned portable and vault toilets, additional toilets will be rented from successful contractor and will be used on a monthly basis from May – November. These rented toilets shall be serviced weekly or as specified in the task order. We will also require, as needed, the rental and servicing of up to ten (10) additional toilets for short term special events and holiday weekends.

Task orders will be done for specific tasks.

VCT reserves the right to freeze or put a hold on services due to weather or program activity.

Contract applies to VCT sponsored program events and activities. External special use requests do not fall within the service parameters of this contract.

Prices should include all costs and applicable taxes for services.

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services--Fixed-Price (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

AGAR 452.211-75 Effective Period of Contract (FEB 1988)

The effective period of this contract is from mid May 2009 through May 2010.

SECTION G--CONTRACT ADMINISTRATION DATA

GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

- Two (2) portable toilets

SECTION H--SPECIAL CONTRACT REQUIREMENTS

{For this Solicitation, there are NO clauses in this Section}

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006) (<i>Applicable if contract exceeds \$30,000</i>)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007) (<i>Applicable if contract exceeds \$10,000</i>)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (<i>Applicable if contract exceeds \$10,000</i>)
52.222-41	Service Contract Act of 1965, as Amended (JUL 2005)
52.222-50	Combating Trafficking in Persons (SEP 2007)
52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001) (<i>Applicable if contract is awarded to an individual</i>)
52.232-1	Payments (APR 84)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.243-1	Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
52.244-6	Subcontracts for Commercial Items (MAR 2007)
52.245-1	Property Records (JUN 2007)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)

452.237-75 Restrictions Against Disclosure (FEB 1988)

52.204-7 Central Contractor Registration (JUL 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

- **SF-1449**
- **Map of portable toilet locations**

PART IV--REPRESENTATIONS AND INSTRUCTIONS

SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)

52.237-1 Site Visit (APR 1984)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

SECTION M--EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

Award will be based on the “best value” to the government with past performance, experience and price being considered.

EVALUATION FACTORS

Contract Evaluation Criteria

- Price
- Experience on the same scale and scope
- Time and schedule
- Responsiveness to the scope of work
- Thoroughness and cleanliness of service
- Professionalism ---- interaction between contractor and VCT staff, volunteers, or visiting public
- Timely submittal of invoices

The Trust reserves the right to conduct discussions with any bidder if it is deemed necessary for understanding, clarity or negotiations.